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 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS           §  
                                      §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF TARRANT   §

WHEREAS, an Oil, Gas and Mineral Lease effective on October 31, 2006 (the "Lease"), recorded in the official public records of Tarrant County, Texas as document number D206341014, was executed by and between **DMMA, Inc.** ("Lessor"), and Dale Resources, L.L.C., ("Lessee"), whose address is 2100 Ross Avenue, LB-9, Dallas, Texas 75201, and subsequently conveyed all right title and interest to the Lease in an Assignment dated on December 1, 2006 to Chesapeake Exploration Limited Partnership, whose successor in interest is **Chesapeake Exploration, L.L.C.**, ("Chesapeake"), and whose address is P.O. Box 18496, Oklahoma City, OK 73118. (hereinafter referred to as "Assignee").

WHEREAS, the Leased Premises described in the Oil, Gas and Mineral Lease reads as follows:

Lots 17, 18, 19 & 20, Block 8; Weisenberger Addition to the City of Fort Worth, Tarrant County, Texas, containing .6517 acres, more or less.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Assignee do hereby amend the Lease as follows:

(a) The undersigned do hereby delete Paragraph 8 of the Lease, and in its place do hereby substitute the following paragraph:

Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas

well or a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Assignee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, **except as herein amended.**

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of October 31, 2006.

Lessor:

DMMA, Inc.

By: Meredith A. McClay, president  
 Name: Meredith A. McClay  
 Title: President

Lessee:

**Chesapeake Exploration Limited Partnership,  
An Oklahoma limited partnership**

By: \_\_\_\_\_

Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel  
Chesapeake Operating, Inc. General Partner

*Handwritten initials: H, J, B, and a signature.*

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF

Harris

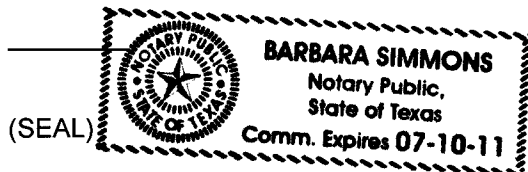
)  
) ss.  
)

On this 10<sup>th</sup> day of October, 2008 before me,  
Barbara Simmons Notary Public in and for said County and State, personally  
appeared Meredith A. McClay as President of DMMA personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity and  
that by his signature on the instrument in person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.

Barbara Simmons

Notary Public



**ACKNOWLEDGMENT**

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

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§  
§

Before me, the undersigned, a Notary Public in and for said County and State, on this 14<sup>th</sup> day of September, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Operating, Inc.**, acting as General Partner for **Chesapeake Exploration Limited Partnership**, an Oklahoma limited partnership, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Cori Dawn Fields  
Notary Public

My Commission Expires:

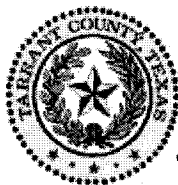
5.17.2011

My Commission Number:

7004433

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES  
3000 ALTA MESA BLVD STE 300  
FT WORTH, TX 76133

Submitter: DALE RESOURCES LLC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 10/20/2009 8:48 AM

Instrument #: D209278054

LSE

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PGS

\$28.00

By:

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D209278054

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL